

Matthew I. Knepper, Esq.  
Nevada Bar No. 12796  
Miles N. Clark, Esq.  
Nevada Bar No. 13848  
KNEPPER & CLARK LLC  
10040 W. Cheyenne Ave., Suite 170-109  
Las Vegas, NV 89129  
Phone: (702) 825-6060  
FAX: (702) 447-8048  
matthew.knepper@knepperclark.com  
miles.clark@knepperclark.com

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Defendant.

:  
 :  
 :  
 :  
 : Civil Action No.: 2:16-cv-2866-RFB-NJK  
 :  
 : ~~PROPOSED~~ FIRST AMENDED  
 : STIPULATED PROTECTIVE ORDER

THEREFORE, an Order of this Court protecting such confidential information shall be and

1 hereby is made by this Court on the following terms:

2 1. This Order shall govern the use, handling and disclosure of all documents,  
3 testimony or information produced or given in this action which are designated to be subject to  
4 this Order in accordance with the terms hereof.

5 2. Any party or non-party producing or filing documents or other materials in this  
6 action may designate such materials and the information contained therein subject to this Order by  
7 typing or stamping on the front of the document, or on the portion(s) of the document for which  
8 confidential treatment is designated, "Confidential."

9 3. See Order issued at ECF No. 22.

10 4. All documents, transcripts, or other materials subject to this Order, and all  
11 information derived therefrom (including, but not limited to, all testimony, deposition, or  
12 otherwise, that refers, reflects or otherwise discusses any information designated Confidential  
13 hereunder), shall not be used, directly or indirectly, by any person, including Plaintiffs and Equifax  
14 for any business, commercial or competitive purposes or for any purpose whatsoever other than  
15 solely for the preparation and trial of this action in accordance with the provisions of this Order.

16 5. Except with the prior written consent of the individual or entity designating a  
17 document or portions of a document as "Confidential," or pursuant to prior Order after notice, any  
18 document, transcript or pleading given "Confidential" treatment under this Order, and any  
19 information contained in, or derived from any such materials (including but not limited to, all  
20 deposition testimony that refers, reflects or otherwise discusses any information designated  
21 confidential hereunder) may not be disclosed other than in accordance with this Order and may  
22 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this litigation;  
23 (c) counsel for the parties, whether retained counsel or in-house counsel, and employees of counsel  
24 assigned to assist such counsel in the preparation of this litigation; (d) fact witnesses subject to a  
25 proffer to the Court or a stipulation of the parties that such witnesses need to know such  
26 information; (e) present or former employees of the producing party in connection with their  
27 depositions in this action (provided that no former employees shall be shown documents prepared  
28

1 after the date of his or her departure); and (f) experts specifically retained as consultants or expert  
2 witnesses in connection with this litigation.

3 6. Documents produced pursuant to this Order shall not be made available to any  
4 person designated in Subparagraph 5(f) unless he or she shall have first read this Order, agreed to  
5 be bound by its terms, and signed the attached Declaration of Compliance.

6 7. All persons receiving any or all documents produced pursuant to this Order shall  
7 be advised of their confidential nature. All persons to whom confidential information and/or  
8 documents are disclosed are hereby enjoined from disclosing same to any person except as  
9 provided herein, and are further enjoined from using same except in the preparation for and trial  
10 of the above-captioned action between the named parties thereto. No person receiving or  
11 reviewing such confidential documents, information or transcript shall disseminate or disclose  
12 them to any person other than those described above in Paragraph 5 and for the purposes specified,  
13 and in no event shall such person make any other use of such document or transcript.

14 8. The parties and their attorneys shall take all necessary and proper steps to preserve  
15 the confidentiality and protect the rights of the party asserting confidential treatment with respect  
16 to any information designated by said party as “Confidential” in accordance with this Order.

17 9. If “Confidential” information submitted in accordance with this Order is disclosed  
18 in violation of this Order, the party responsible for the disclosure must immediately upon learning  
19 of the disclosure bring all pertinent facts relating to such disclosure to the attention of the party  
20 asserting confidential treatment and make every effort to prevent further disclosure by the  
21 responsible party or by the person who was the recipient of such information.

22 10. Nothing in this Order shall prevent a party from using at the trial of this case any  
23 information or materials designated “Confidential.” This Order does not prevent any party from  
24 seeking to seal trial transcripts and/or trial exhibits, including documents previously filed under  
25 seal, or from seeking any other similar relief.

26 11. This Order has been agreed to by the parties to facilitate discovery and the  
27 production of relevant evidence in this action. Neither the entry of this Order, nor the designation  
28

1 of any information, document, or the like as “Confidential,” nor the failure to make such  
2 designation, shall constitute evidence with respect to any issue in this action.

3 12. Within sixty (60) days after the final termination of this litigation, all documents,  
4 transcripts, or other materials afforded confidential treatment pursuant to this Order, including any  
5 extracts, summaries or compilations taken therefrom, but excluding any materials which in the  
6 good faith judgment of counsel are work product materials, shall be returned to the producing  
7 party. The producing party may elect to have its designated materials destroyed rather than  
8 returned, in which case the other party shall provide written verification that the documents,  
9 transcripts, or other materials, including any extracts, summaries or compilations taken therefrom,  
10 have been destroyed.

11 13. In the event that any party to this litigation disagrees at any point in these  
12 proceedings with any designation made under this Protective Order, the parties shall first try to  
13 resolve such dispute in good faith on an informal basis. If the dispute cannot be resolved, the party  
14 objecting to the designation may seek appropriate relief from this Court. During the pendency of  
15 any challenge to the designation of a document or information, the designated document or  
16 information shall continue to be treated as “Confidential” subject to the provisions of this  
17 Protective Order.

18 14. Nothing herein shall affect or restrict the rights of any party with respect to its own  
19 documents or to the information obtained or developed independently of documents, transcripts  
20 and materials afforded confidential treatment pursuant to this Order.

21  
22  
23  
24  
25  
26  
27 ///

1           15.     The Court retains the right to allow disclosure of any subject covered by this  
2 stipulation or to modify this stipulation at any time in the interest of justice.

3           **IT IS SO STIPULATED.**

4           Dated: January 19, 2018.

<u>/s/ Matthew I. Knepper</u> Matthew I. Knepper, Esq. Nevada Bar No. 12796 Miles N. Clark, Esq. Nevada Bar No. 13848 KNEPPER & CLARK LLC 10040 W. Cheyenne Ave., Suite 170-109 Las Vegas, NV 89129	<u>/s/ Zach A. McEntyre</u> Zachary A. McEntyre Misty L. Peterson KING & SPALDING LLP 1180 Peachtree Street NE Atlanta, GA 30309 Email: mpeterson@kslaw.com Email: zmcentyre@kslaw.com
David H. Krieger, Esq. Nevada Bar No. 9086 HAINES & KRIEGER, LLC 8985 S. Eastern Avenue, Suite 350 Henderson, Nevada 89123 Attorneys for Plaintiffs	Bryan Zubay KING & SPALDING LLP 1100 Louisiana, Ste. 4000 Houston, TX 77002 Email: bzubay@kslaw.com
	Bradley T Austin Nevada Bar No. 13064 SNELL & WILMER LLP 3883 Howard Hughes Pkwy., Ste. 1100 Las Vegas, NV 89169
	Attorney for Defendant Equifax Information Services, LLC

18  
19           **IT IS SO ORDERED.**

20           Dated: January 19, 2018

21  
22           **ORDER**

23  
24             
25           UNITED STATES MAGISTRATE JUDGE  
26  
27  
28

1 **EXHIBIT A**

2 **DECLARATION OF COMPLIANCE**

3 I, \_\_\_\_\_, declare as follows:

4 1. My address is \_\_\_\_\_.

5 2. My present employer is \_\_\_\_\_.

6 3. My present occupation or job description is \_\_\_\_\_.

7 4 I have received a copy of the Stipulated Protective Order entered in this action on  
8 \_\_\_\_\_, 20\_\_\_\_.

9 5. I have carefully read and understand the provisions of this Stipulated Protective  
10 Order.

11 6. I will comply with all provisions of this Stipulated Protective Order.

12 7. I will hold in confidence, and will not disclose to anyone not qualified under the  
13 Stipulated Protective Order, any information, documents or other materials produced subject to  
14 this Stipulated Protective Order.

15 8. I will use such information, documents or other materials produced subject to this  
16 Stipulated Protective Order only for purposes of this present action.

17 9. Upon termination of this action, or upon request, I will destroy or return all information,  
18 documents or other materials produced subject to this Stipulated Protective Order to counsel by  
19 whom I am employed or retained SAVE and EXCEPT documents or other materials that: (i)  
20 constitute work product or that form the bases of opinions expressed as an attorney-expert; (ii) is  
21 stored on backup storage media made in accordance with regular data backup procedures for  
22 disaster recovery purposes; or (iii) is located in email archives or archived electronic files, provided  
23 however that these materials continue to be subject to the terms of this Protective Order. Backup  
24 storage media will not be restored for purposes of returning or certifying destruction of  
25 Confidential Information but such retained information shall continue to be treated in accordance  
26 with this Protective Order.

27 ///

